



Notice of Service of Process

TV / ALL
Transmittal Number: 22517681
Date Processed: 01/05/2021

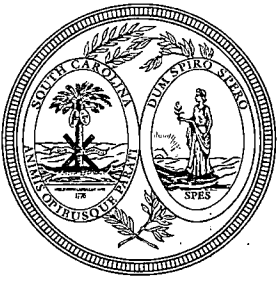
Primary Contact: State Farm Enterprise SOP
Corporation Service Company- Wilmington, DELAWARE
251 Little Falls Dr
Wilmington, DE 19808-1674

Entity:	State Farm Fire and Casualty Company Entity ID Number 3461650
Entity Served:	State Farm Fire and Casualty Company
Title of Action:	George R Dean vs. State Farm Fire & Casualty Company
Matter Name/ID:	George R Dean vs. State Farm Fire & Casualty Company (10796682)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Orangeburg County Court of Common Pleas, SC
Case/Reference No:	2020-CP-38-01285
Jurisdiction Served:	South Carolina
Date Served on CSC:	01/04/2021
Answer or Appearance Due:	30 days
Originally Served On:	SC - Dept. of Insurance on 12/29/2020
How Served:	Certified Mail
Sender Information:	Glenn Walters, Sr 803-531-8844

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com



South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

HENRY McMASTER
Governor

RAYMOND G. FARMER
Director

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105

December 29, 2020

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
STATE FARM FIRE AND CASUALTY CO
c/o Corporation Service Company
508 Meeting Street
West Columbia, SC 29169

Dear Sir:

On December 29, 2020, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 38-77-160. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@doi.sc.gov. When replying, please refer to File Number 181901, George R. Dean, et al. v. STATE FARM FIRE AND CASUALTY CO, 2020-CP-38-01285.

By:

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Gwendolyn L. Fuller".

Gwendolyn L. Fuller
General Counsel
(803)737-6732

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Glenn Walters
Post Office Box 1346
Orangeburg, SC 29116

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

GEORGE R. DEAN, individually)
and as the sole shareholder)
of George's Enterprises, Inc. and)
GEORGE'S ENTERPRISES,)
INC.,)

Case No. 2020-CP-38-_____

Plaintiffs)

vs.)

SUMMONS
(Jury Trial Requested)

STATE FARM FIRE &)
CASUALTY COMPANY,)

Defendant.)
_____)

TO: THE ABOVE – NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the undersigned Attorney for the Plaintiff, at Post Office Box 1346, Orangeburg, SC 29116, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this Complaint.

At Orangeburg, SC

Dated: 11/3/2020

/s/ GLENN WALTERS, SR.

GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
Attorney for Plaintiffs

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIRST JUDICIAL CIRCUIT
COUNTY OF ORANGEBURG)	
GEORGE R. DEAN, individually)	Case No. 2020-CP-38-_____
and as the sole shareholder)	
of George's Enterprises, Inc. and)	
GEORGE'S ENTERPRISES,)	
INC.,)	
)	
Plaintiffs)	
)	
vs.)	COMPLAINT
)	(Jury Trial Requested)
)	
STATE FARM FIRE &)	
CASUALTY COMPANY,)	
)	
Defendant.)	
)	

NOW COMES Plaintiffs, GEORGE R. DEAN, individually and as the sole shareholder of George's Enterprises, Inc. and GEORGE'S ENTERPRISES, INC., by and through the undersigned attorney, asserting claims against the above-named Defendant as follows:

GENERAL ALLEGATIONS

1. Plaintiff George R. Dean ("Dean") is a resident of the County of Orangeburg, State of South Carolina, now and at all times relevant to this lawsuit.
2. Plaintiff George's Enterprises, Inc. ["George's Enterprises"] is a domestic corporation formed under the laws of the State of South Carolina on May 16, 1973.
3. Plaintiff Dean is the sole shareholder and owner of George's Enterprises.
4. Defendant State Farm and Fire Casualty Company ["State Farm"] is the largest property and casualty insurance provider in the United States.

5. State Farm is not registered as a business entity with the South Carolina Office of the Secretary of State as a corporate entity. However, its parent company is registered with the South Carolina Department of Insurance as a property and casualty insurance company.
6. At all times relevant to this lawsuit, Plaintiffs operated a retail clothing business at 1185 Russell Street, County of Orangeburg, State of Carolina [“hereinafter referred to as “Plaintiffs’ Business”].

FIRST CLAIM FOR RELIEF
(Breach of Contract)

7. Plaintiffs incorporate by reference the allegations contained in paragraphs one through six above within this First Claim for Relief as if fully setout herein.
8. Plaintiffs’ Business was known under the trade name of was Dean’s Ltd.
9. During all times relevant to this lawsuit, Plaintiffs maintained a policy of insurance with Defendant that would cover his losses associated with the operation of Dean’s Ltd.
10. The policy of insurance bears the number 99E093190.
11. The insurance policy between the Plaintiffs and Defendant constituted the existence of a mutually binding contract of insurance between the parties [hereinafter referred to as “the insurance contract”].
12. Pursuant to the insurance contract, Defendant was contractually obligated to pay the Plaintiffs’ the amount for all actual loss of income of Dean’s Ltd that was caused by a covered event in the insurance contract.
13. Pursuant to the insurance contract, Defendant was contractually obligated to pay the Plaintiffs’ the amount for all extra expenses associated with Dean’s Ltd operation that was caused by a covered event in the insurance contract.

14. On or about November 10, 2018, Dean's Ltd suffered a devastating fire, which was a covered event under the contract of insurance between the Plaintiffs and the Defendant.
15. As a result of the result of the fire on November 10, 2018, Plaintiffs' suffered an actual loss of business income and other extra expenses in excess of \$100,000.00.
16. Defendant refused to pay the Plaintiffs' the full amount for the loss of income and extra expenses associated with the Dean's Ltd fire, even after such demand was made by the Plaintiffs upon the Defendant.
17. In refusing to pay the Plaintiffs as the result of the covered event as alleged above, Defendant acted in bad faith or unreasonably in breach of an implied covenant of good faith and fair dealing arising on the contract of insurance, and such conduct constituted a breach of contract.
18. As a direct and proximate result of the Defendant's breach of contract, Plaintiffs suffered damages in excess of \$100,000.00.

SECOND CLAIM FOR RELIEF
(Bad Faith Refusal to Pay Insurance Claims)

19. Plaintiffs incorporate by reference the allegations contained in paragraphs one through eighteen above within this Second Claim for Relief as if fully setout herein.
20. Defendant's conduct as heretofore alleged was in bad faith and unreasonable and such conduct constituted a bad faith denial of coverage because there was no reasonable basis for basis to deny the client.
21. Defendant relied upon the forensic report conducted by its hired CPA firm. Such reliance was unreasonable in that the said CPA firm had a conflict of interest and an economic interest to report in the interest to best serve the Defendant.

22. The Plaintiffs' claims were denied solely because of the Defendant's bad faith and unreasonable conduct.
23. As a direct and proximate result of the Defendant's bad faith refusal to pay the Plaintiffs' claims, Plaintiffs suffered damages more than \$100,000.00.
24. Moreover, the Defendant's refusal to pay the Plaintiffs' claims were willful, reckless, deliberate, and done

WHEREFORE, having asserted their claims against the Defendant, Plaintiffs request the following relief:

- a. A judgment against the Defendant for actual and punitive damages, all in an amount to be proved at trial;
- b. An award of the costs of this action, and
- c. For such other and further relief as the Court may deem just and proper, including a reasonable sum as attorney's fees for the bad faith refusal to pay insurance claim.

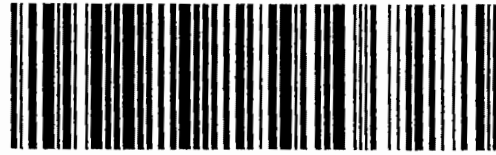
JURY TRIAL DEMANDED.

At Orangeburg, SC

Dated: 11/03/2020

/s/ Glenn Walters
GLENN WALTERS, Esquire
1910 Russell Street
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
Attorney for Plaintiff

STATE OF SOUTH CAROLINA
DEPARTMENT OF INSURANCE
P.O. BOX 100105
COLUMBIA, S.C. 29202-3105



9489 0090 0027 6032 6270 13

Label 890-PB, Oct. 2016
Pitney Bowes



U.S. POSTAGE
ZIP 29201
02 4W
000034595

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

SERVICE OF PROCESS

STATE FARM FIRE AND CASUALTY CO
c/o Corporation Service Company
508 Meeting Street
West Columbia, SC 29169